

UNITED STATES BANKRUPTCY COURT      Hearing Date: May 7, 2015  
EASTERN DISTRICT OF NEW YORK      Hearing Time: 11:00 AM  
-----X  
IN RE:      CASE NO.: 12-46694-nhl  
Thomas Nofer,      Chapter: 7  
DEBTOR(S).      JUDGE: NANCY H. LORD  
-----X

**NOTICE OF MOTION FOR ORDER  
GRANTING RELIEF FROM AUTOMATIC STAY**

SIRS:

**PLEASE TAKE NOTICE** that Hartford Funding, LTD ("Movant") seeks relief from the automatic stay as to the property located at 54 Clifford Boulevard, Hauppauge, NY 11788, (the "Premises") and will move before the Honorable Nancy H. Lord, United States Bankruptcy Judge in the United States Bankruptcy Court for the Eastern District of New York located at 271 Cadman Plaza East, Courtroom 2529, Brooklyn, NY 11201, on May 7, 2015 at 11:00 AM, or as soon thereafter as counsel may be heard, for an Order:

1. Pursuant to Bankruptcy Rule 4001, 11 U.S.C. 362(d)(1) and 11 U.S.C. 362(d)(2) granting Movant, its successors and/or assigns, relief from the Automatic Stay;
2. Waiving the stay invoked pursuant to F.R.B.P. 4001(a)(3); and
3. Granting Movant such other and further relief as is just and proper.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief herein requested shall be in writing, shall state with particularity the grounds for the objection, shall be filed with the Clerk of the Bankruptcy Court and served upon, the undersigned counsel for the Movant seven (7) days prior to the return date of the within Motion.

Dated: March 20, 2015  
Plainview, New York

Respectfully submitted,



ROSICKI, ROSICKI & ASSOCIATES, P.C.  
By: Eric Sheidlower, Esq.  
Attorneys for Movant  
Main Office: 51 East Bethpage Road  
Plainview, NY 11803  
516-741-2585

To:  
Thomas Nofer  
Debtor  
321 72nd Street  
Brooklyn, NY 11209

Janine Nofer  
Non-Filing Borrower  
54 Clifford Boulevard  
Hauppauge, NY 11788

Dean Weber, Esq  
Attorney for Debtor  
Dean Weber PC  
300 Wheeler Road  
Suite 101  
Hauppauge, NY 11788

Robert L Pryor, Esq.  
Pryor & Mandelup, LLP  
675 Old Country Road  
Westbury, NY 11590

Gilbert B Weisman, Esq.  
Attorney for Creditor American Express Bank, FSB  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355

Daniel Mirarchi  
Creditor  
115-102 Dapple Court  
Wilmington, NC 28403

Jeffrey S. Dubin, Esq.  
Attorney for Creditors Sheet Metal Workers' National Pension Fund; National Energy  
Management Institute Committee for the Sheet Metal and Air Conditioning Industry; Sheet  
Metal Occupational Health Institute Trust; International Training Institute for the Sheet Metal  
and Air Conditioning Industry; National Stabilization Agreement of the Sheet Metal Industry  
Fund  
Jeffrey S. Dubin, P.C.  
464 New York Avenue, Suite 100  
Huntington, New York 11743

Robert J. Musso, Esq.  
Trustee  
26 Court Street  
Suite 2211  
Brooklyn, NY 11242

Office of the United States Trustee  
Eastern District of NY (Brooklyn Office)  
U.S. Federal Office Building  
201 Varick Street, Suite 1006  
New York, NY 10014

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
IN RE: CASE NO.: 12-46694-nhl  
Thomas Nofer, Chapter: 7  
DEBTOR. JUDGE: NANCY H. LORD  
-----X

**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY**

Upon the Application, dated March 20, 2015 (the "Application"), of Hartford Funding, LTD (the "Movant"), by its attorneys, Rosicki, Rosicki & Associates, P.C., seeking an Order: (i) modifying and terminating the automatic stay to permit the Movant to exercise all of its rights and remedies with respect to certain collateral consisting of the real property known as 54 Clifford Boulevard, Hauppauge, NY 11788, (the "Premises"); and (ii) waiving the stay pursuant to F.R.B.P. 4001(a)(3), and (iii) granting Movant such other and further relief as the Court deems just and proper; and

The Application having come before this Court to be heard on May 7, 2015; and no opposition to the relief requested having been heard; and in consideration of the foregoing, and upon the affidavit of service filed with the Court, the record made at the hearing on the Application and the decision reached at the conclusion thereof; and after due deliberation, the relief requested appearing reasonable, proper and warranted in fact and by law under Section 362(d)(1) of the Code to permit Movant to exercise all of its rights and remedies under applicable law with respect to the Premises, it is hereby

**ORDERED** that the Application of Movant is granted modifying the automatic stay to allow Movant, its successors and/or assigns, to commence and/or continue with a foreclosure action and eviction proceeding with respect to the Premises; and it is further

**ORDERED** that Movant may obtain a determination of any deficiency due it, if allowed under state law, and may file a proof of claim as an unsecured creditor for any such deficiency awarded therein, and it is further

**ORDERED** that the stay invoked pursuant to F.R.B.P. 4001(a)(3) is waived and this order is effective upon the signing of this order.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

IN RE:

Thomas Nofer

Debtor.

**ORDER GRANTING RELIEF FROM  
THE AUTOMATIC STAY**

**ROSICKI, ROSICKI & ASSOCIATES, P.C.**  
Attorneys for Movant  
Main Office: 51 East Bethpage Road  
Plainview, NY 11803  
516-741-2585

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X

IN RE:

CASE NO.: 12-46694-nhl

Thomas Nofer,

Chapter: 7

DEBTOR(S).

JUDGE: NANCY H. LORD

-----X

**APPLICATION IN SUPPORT OF AN ORDER  
MODIFYING AND TERMINATING THE AUTOMATIC STAY**

**TO: THE HONORABLE NANCY H. LORD  
UNITED STATES BANKRUPTCY JUDGE:**

The Application of Hartford Funding, LTD ("Movant"), by its attorneys, Rosicki, Rosicki & Associates, P.C., respectfully represents and says:

Eric Sheidlower, Esq., an attorney at law duly admitted to practice before this Court and the Courts of the State of New York, hereby affirms the following to be true under penalty of perjury:

**I. RELIEF REQUESTED**

1. This is a contested matter brought pursuant to Federal Rules of Bankruptcy Procedure Rules 4001, 9013 and 9014 and Sections 361, 362(d) of Title 11 of the United States Code (the "Bankruptcy Code"), for an Order: (i) granting Movant, its successors and/or assigns, relief from the automatic stay due to the failure of Thomas Nofer, (the "Debtor") to make payments, and/or offer and provide Movant with adequate protection for its security interest in the property located at 54 Clifford Boulevard, Hauppauge, NY 11788 (the "Premises"); (ii) granting Movant waiver of the stay invoked pursuant to F.R.B.P. 4001(a)(3); and (iii) granting Movant such other and further relief as is just and proper.

**II. BACKGROUND**

2. Movant is the holder of a Consolidated Note and Consolidation, Extension and Modification Agreement, dated March 27, 2003, given by Thomas Nofer (the "Debtor") and

Janine Nofer (the "Non-Filing Borrower") in the original principal amount of \$219,850.00 pledging the Premises as security. Copies of the Consolidated Note and Consolidation, Extension and Modification Agreement are annexed hereto as Exhibit "A".

3. On September 19, 2012, the Debtor filed with the Clerk of this Court a petition for relief under Chapter 7 of the Bankruptcy Code.

4. As required by E.D.N.Y Administrative Order #533, the completed motion for relief Worksheet (the "Worksheet") is annexed hereto as Exhibit "B" executed by Baochau Nguyen dated March 6, 2015.

### **III. THE APPLICATION**

5. Based upon information provided by Movant, the Debtor is in contractual default under the terms of the Note and Mortgage for failure to make timely payments in the amount of \$1,815.44 per month from June 1, 2011 through March 1, 2015, and the loan is contractually due for June 1, 2011.

6. That by failing to make mortgage payments, the Debtor has failed to provide Movant with adequate protection for its security, entitling Movant, its successors and/or assigns, to relief from the automatic stay.

7. Additionally, there is insufficient equity in the Premises.

8. Movant's total lien on the Premises as of the date of the within application is approximately \$295,421.74.

9. According to the Debtor, the Premises has an estimated value of \$505,000.00. A copy of the Broker's Price Opinion is annexed hereto as Exhibit "C".

10. Based upon the above, no equity exists in this Premises and it is not necessary for the Premises to be maintained by the estate. Consequently, Movant is entitled to relief from the



automatic stay so that it may proceed with the enforcement of its security interest in the Premises.

11. For the reasons stated above, the Debtor has failed to adequately protect the interest of Movant, causing Movant irreparable harm and injury.

12. Additionally, by seeking relief under Chapter 7, Debtor is not seeking to reorganize and thus, the Premises is not necessary for a successful reorganization. Therefore, relief from stay is warranted pursuant to Section 362(d)(2).

13. Waiver of the stay invoked pursuant to F.R.B.P. 4001(a)(3) is sought so that Movant and its successors and/or assigns can immediately proceed with the foreclosure action and/or eviction proceeding.

#### **IV. CONCLUSION**

14. Relief from the stay is warranted under Section 362(d). Accordingly, the automatic stay must be modified to permit Movant to assert its rights in the Premises, including, but not limited to, the consummation of a foreclosure sale and eviction proceedings with respect to the Premises.

**WHEREFORE**, Movant respectfully requests that an Order be granted modifying the automatic stay as to it, its successors and/or assigns, permitting maintenance of a mortgage foreclosure action and eviction proceeding with respect to the Premises; waiving the stay

invoked pursuant to F.R.B.P. 4001(a)(3); and for such other and further relief as the Court may deem just and proper.

Dated: March 20, 2015  
Plainview, New York

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric Sheidlower", is written over a horizontal line.

ROSICKI, ROSICKI & ASSOCIATES, P.C.

By: Eric Sheidlower, Esq.

Attorneys for Movant

Main Office: 51 East Bethpage Road

Plainview, NY 11803

516-741-2585

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

IN RE:

Thomas Nofer,

Debtor.

**NOTICE OF MOTION AND APPLICATION  
IN SUPPORT OF ENTRY OF AN ORDER VACATING STAY**

**ROSICKI, ROSICKI & ASSOCIATES, P.C.**

Attorneys for Movant  
Main Office: 51 East Bethpage Road  
Plainview, NY 11803  
516-741-2585

**EXHIBIT A**

COPY

## Consolidated Note

~~NOTE~~

(NEW YORK FIXED RATE)

LOAN NO.:

MARCH 27, 2003  
(Date)MEDFORD  
(City)NY  
(State)54 CLIFFORD BOULEVARD  
HAUPPAUGE, NY 11788  
(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 219,850.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HARTFORD FUNDING, LTD

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on MAY 1, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

2040 OCEAN AVENUE, RONKONKOMA, NEW YORK 11779

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,767.33

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a)

NEW YORK FIXED RATE NOTE - Single Family - FNMA/FHLMC Uniform Instrument

Form 3233 1/01

Laser Forms Inc. (800) 448-3555

LFI#FNMA3233 1/01

Page 1 of 3

Initials:

THIS IS TO CERTIFY THAT THIS  
IS A TRUE AND ACCURATE COPY  
OF THE ORIGINAL DOCUMENT  
BY

any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge promptly, but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

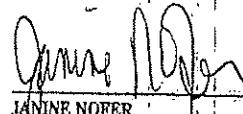
Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
THOMAS NOFER

(Seal)  
Borrower

  
JANINE NOFER

(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

[Sign Original Only]



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: MECA/MOP: CONSOLIDATION  
Number of Pages: 7  
MORTGAGE NUMBER: CU23716

Recorded: 05/15/2003  
At: 12:09:32 PM  
LIBER: M00020393  
PAGE: 172

District:	Section:	Block:	Lot:
0800	158.00	02.00	002.002

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$219,850.00

Received the Following Fees For Above Instrument


		Exempt		Exempt
Page/Filing	\$21.00	NO	Handling	\$5.00 NO
COE	\$5.00	NO	NYS SURCHG	\$15.00 NO
Affidavit	\$5.00	NO	Notation	\$1.00 NO
Cert.Copies	\$0.00	NO	RPT	\$30.00 NO
SCTM	\$0.00	NO	Mort.Basic	\$0.00 NO
Mort.Addl	\$0.00	NO	Mort.SplAddl	\$0.00 NO
Mort.SplAsst	\$0.00	NO		
		Fees Paid	\$82.00	

MORTGAGE NUMBER: CU23716

THIS PAGE IS A PART OF THE INSTRUMENT

Edward P.Romaine  
County Clerk, Suffolk County



Number of pages <u>2</u> <b>TORRENS</b> Serial # _____ Certificate # _____ Prior Crt. # _____	1 2	RECORDED 2003 May 15 12:09:32 PM Edward P. Rosalino CLERK OF SUFFOLK COUNTY L 100020393 P 172 CU23716
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
<b>FEES</b>		
Page / Filing Fee <u>21</u> Handling <u>5</u> TP-584 _____ Notation <u>1</u> EA-5217 (County) _____ Sub Total <u>27</u> EA-5217 (State) _____ R.P.T.S.A. <u>30</u> Comm. of Ed. <u>5.00</u> Affidavit <u>5</u> Certified Copy _____ Reg. Copy <u>1</u> Other <u>10</u> Sub Total <u>55</u> <b>GRAND TOTAL <u>82</u></b>	Mortgage Amt. <u>219,850</u> 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assl. _____ Or _____ Spec./Add. <u>6</u> <b>TOT. MTG. TAX</b> Dual Town _____ Dual County _____ Field for Apportionment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES <u>1</u> or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.	
		
Stamp _____ Date _____ Initials _____	Real Property Tax Service Agency Verification Title _____ Contention _____ Block _____ Lot _____ 0800 15800 0200 002002 PTS R K T I A 18-APR-03	
7. Satisfactions/Discharges/Releases List Property Owners Mailing Address <b>RECORD &amp; RETURN TO:</b> Hartford Funding LTD. 2040 Ocean Ave Ronkonkoma NY 11779		8. Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____
<b>9. Suffolk County Recording &amp; Endorsement Page</b>		
This page forms part of the attached <u>Consolidation Extension Modification Agreement</u> made by:		
(SPECIFY TYPE OF INSTRUMENT)		
The premises herein is situated in SUFFOLK COUNTY, NEW YORK In the Township of <u>Semi-Indian</u> In the VILLAGE of _____ or HAMLET of <u>Havoppage</u>		
Thomas Nifer Janine Nifer TO Hartford Funding LTD.		
BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.		

Dear Taxpayer,

Your satisfaction of mortgage has been filed in my office and I am enclosing the original copy for your records.

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax bills.

Local property taxes are payable twice a year: on or before January 10<sup>th</sup> and on or before May 31<sup>st</sup>. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes  
200 East Sunrise Highway  
North Lindenhurst, N.Y. 11757  
(516) 957-3004

Riverhead Town Receiver of Taxes  
200 Howell Avenue  
Riverhead, N. Y. 11901  
(516) 727-3200

Brookhaven Town Receiver of Taxes  
250 East Main Street  
Port Jefferson, N.Y. 11777  
(516) 473-0236

Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(516) 749-3338

East Hampton Town Receiver of Taxes  
300 Pantigo Place  
East Hampton, N.Y. 11937  
(516) 324-2770

Smithtown Town Receiver of Taxes  
99 West Main Street  
Smithtown, N.Y. 11787  
(516) 360-7610

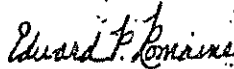
Huntington Town Receiver of Taxes  
100 Main Street  
Huntington, N.Y. 11743  
(516) 351-3217

Southampton Town Receiver of Taxes  
116 Hampton Road  
Southampton, N.Y. 11968  
(516) 283-6514

Islip Town Receiver of Taxes  
40 Nassau Avenue  
Islip, N.Y. 11751  
(516) 224-5580

Southold Town Receiver of Taxes  
53095 Main Road  
Southold, N.Y. 11971  
(516) 765-1803

Sincerely,



Edward P. Romaine  
Suffolk County Clerk

div  
2/99

WHEN RECORDED MAIL TO:  
HARTFORD FUNDING, LTD.  
2040 OCEAN AVENUE  
RONKONKOMA, NEW YORK 11779

(Space Above This Line For Recording Data) - 61.86

## CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT

Loan No.:

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated **MARCH 27, 2003**, and exhibits and riders attached to this document will be called the "Agreement".  
(B) "Borrower." **THOMAS NOFER AND JANINE NOFER**.

will be called "Borrower" and sometimes "I" or "me". Borrower's address is  
**54 CLIFFORD BOULEVARD  
HAUPPAUGE, NY 11788**

(C) "Lender."  
**HARTFORD FUNDING, LTD**

will be called "Lender" and sometimes "Note Holder". Lender is a corporation or association which exists under the laws of **The State of NEW YORK**. Lender's address is  
**2040 OCEAN AVENUE  
RONKONKOMA, NY 11779**

(D) "Mortgages." The mortgages, deeds of trust or other security instruments identified below and any additional security instruments and related agreements (such as assignments, extensions, modifications or consolidations of mortgages) identified in Exhibit A to this Agreement will be called the "Mortgages".

(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Notes which are identified in Exhibit A to this Agreement, and which are secured by the Mortgages, will be called the "Notes".

(G) "Property." The property which is described in the Mortgage(s) and in Exhibit B to this Agreement (Legal Description) will be called the "Property." The Property is located at:

**54 CLIFFORD BOULEVARD**  
(Street)

**HAUPPAUGE**  
(City)

**NY**  
(State)

**11788**  
(Zip Code)

I promise and I agree with Lender as follows:

### I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. This means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ **219,850.00** of this amount, U.S. \$ **3,864.31** was advanced to me (or for my account) immediately prior to this consolidation.

### II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

(A) By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined so that under the law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. This combining of notes and mortgages is known as a "Consolidation."

*[Handwritten initials]*

*Best  
8800  
Sub  
13800  
BL  
02000  
Lat  
002000*

(B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been combined by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages - including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages - have been combined into one set of rights and obligations by an earlier agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been combined so that under the law Lender already has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation."

### III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

The Notes together will be called the "Consolidated Note." Lender and I agree that the terms of the Consolidated Note which is attached to this Agreement as Exhibit C. The Consolidated Note, as modified, contains the terms of payment for the amounts that I owe to Note Holder. I agree to pay the amounts due under the Notes in accordance with the terms of the Consolidated Note, as modified.

### IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

The Mortgages together will be called the "Consolidated Mortgage." Lender and I agree that the terms of the Consolidated Mortgage are changed to be the terms of the Mortgage attached to this Agreement as Exhibit D. The Consolidated Mortgage secures the Consolidated Note and will constitute in law a single lien upon the Property. I agree to be bound by the terms set forth in the Consolidated Mortgage which will supersede all terms, covenants and provisions of the Mortgages.

### V. NO SET-OFF, DEFENSES

I agree that I have no right of set-off or counterclaim, or any defense to the obligations of the Consolidated Note or the Consolidated Mortgage.

### VI. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner occupying the Property and that I have the right to consolidate, modify and extend the Note and Mortgages.

### VII. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by that agreement.

### VIII. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

The terms of the Consolidated Note and the Consolidated Mortgage may not allow any person to take over my rights or obligations under this Agreement. Lender and I agree that if any person is permitted to take over my rights and obligations under this Agreement, that person will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Agreement.

### IX. LIEN LAW

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (A) hold all amounts which I receive and which I have a right to receive from Lender under the Consolidated Note as a "trust fund;" and (B) use those amounts to pay for "cost of improvement" (as defined in the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section IX.

### X. TYPE OF PROPERTY

Check box as applicable:

- ☐ This Agreement covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☒ This Agreement covers real property improved, or to be improved, by a one (1) or two (2) family dwelling only.
- ☐ This Agreement does not cover real property improved as described above.

By signing this Agreement, Lender and I agree to all of the above.

HARTFORD FUNDING, LTD

- Lender

  
THOMAS NOFER - Borrower

By:   
JOSEPH LATINI

  
JANINE NOFER - Borrower

- Borrower

- Borrower

(Space Below This Line For Acknowledgment)

THE STATE OF NEW YORK COUNTY OF SUFFOLK:

) ss.:

On the 27 day of MARCH in the year 2003 before me, the undersigned, personally appeared THOMAS NOFER AND JANINE NOFER, AND JOSEPH LATINI

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

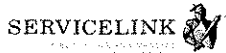
(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

  
(Signature and office of individual being acknowledged)

MICHAEL HARRISON  
NOTARY PUBLIC, State of New York  
No. 01HA5025220  
Qualified in Suffolk County  
Commission Expires March 21, 2006



**EXHIBIT B**



## Broker Price Opinion Exterior

### Client Information

Client: Cenlar - Foreclosure  
 Order Number: 19152409  
 Loan Number: 0058333212  
 Owner / Borrower: THOMAS NOFER  
 Subject Address: 54 CLIFFORD BLVD  
 HAUPPAUGE, NY 11788

Portfolio / Project Name:  
 Alternate Loan Number:  
 Inspection Date: 1/15/2015  
 Inspection Type: Exterior  
 Contact: THOMAS NOFER  
 Contact Phone: (631) 406-6900

### Subject Tax and Sale Information

Estimated Tax Assessed Value Date:  
 Tax Assessed Value: \$0.00

Last Known Sale Date: 12/30/1998  
 Last Known Sale Price: \$255,000.00

### Neighborhood Information

Predominant Occupancy: Owner  
 No. of Homes in Direct Competition: 4  
 Density: Suburban  
 Zoning: Residential  
 Property Maintenance: Good

Average Market Time of Sales: 82  
 Price Range (Low to High): \$375,000.00 to \$640,000.00  
 Predominant Value: \$455,167.00  
 Property Values Trend: Stable  
 Market Rent: 2500  
 Market Rent Trend: Stable / 0.00% annually

Market / Neighborhood Comments: The subject is located on a quiet residential street at the beginning of a cul-de-sac. Subject is in a new subdivision surrounded by older homes in the immediate market area. Close to major roadways and local shopping. Good curb appeal in the area. Market conditions are improving with inventory levels close to normal market conditions. Market values have also stabilized.

### Subject Property

Listed in Last 12 Months: No  
 Vacant: No  
 Secured: Yes  
 Conform to Neighborhood: Yes  
 Estimated Land Price: \$165,000.00  
 Mobile Home Permanently Attached and Taxed as Real Estate: N/A

Currently Listed: No  
 List Price: \$0.00  
 Listing Agent Name:  
 Listing Agent Phone:  
 Days on Market: 0

Problem for Resale: No

Environmental Problem: No

Subject Data Source(s): ☒ Tax Records ☐ SiteXdata ☐ MLS # ☐ RealQuest ☐ REDLINK ☒ Estimated ☐ Other

Explanation of Estimated or Other Sources: All information from tax records and estimated based on visual exterior inspection and similar MLS in the area. No information on subject in MLS.

Positive Subject Comments: Younger home, good curb appeal, full basement and garage, larger than typical property for the area, style of home is desirable, good location.

Negative Subject Comments: no CAC





Order #: 19152409

Loan #: 0058333212

Client: Cenlar - Foreclosure

# Broker Price Opinion Exterior

## Comparative Sale Information

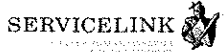
	SUBJECT ADDRESS	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3
Street Address:	54 CLIFFORD BLVD	30 Thomas Dr	7 Garvey Dr	18 Sheila Dr
City, State, Zip:	HAUPPAUGE, NY 11788	Hauppauge, NY 11788	Hauppauge, NY 11788	Hauppauge, NY 11788
Property Type:	Single Family	Single Family	Single Family	Single Family
Property Style:	Colonial	Colonial	Colonial	Colonial
Number of Units:	1	1	1	1
Proximity to Subject:		0.86 Miles	0.68 Miles	0.55 Miles
Sale Date:	12/30/1998	9/17/2014	11/10/2014	8/12/2014
Sold Price:	\$255,000.00	\$465,000.00	\$499,000.00	\$517,000.00
Days on Market:		178	18	11
Location:	Good	Average	Average	Average
Lot Size:	16988 Square Feet	10454 Square Feet	10890 Square Feet	11761 Square Feet
Lot Size is:	Typical	Typical	Typical	Typical
Age in Years:	17	47	45	46
Condition:	Good	Average	Good	Good
Total Rooms:	8	8	8	8
Bedrooms:	4	4	4	4
Bathrooms:	2 Full 1 Half	2 Full 1 Half	2 Full 1 Half	2 Full 1 Half
Above Grade Sq. Footage:	2147	2000	2200	2200
Total Below Grade Sq.Ft.:	1000	900	1000	1000
Garage:	2.00 car / Attached	2.00 car / Attached	2.00 car / Attached	2.00 car / Attached
Carport:	0.00 car / NA	0.00 car / NA	0.00 car / NA	0.00 car / NA
Comparison to Subject:		Inferior	Equal	Equal
Comparable Data Source:		MLS	MLS	MLS
MLS Listing Number:		2643154	2695072	2675227

Explanation of  
Estimated or Other  
responses above:

Comments on Colonial style, older than subject, CAC, hardwood floors, rear deck, full unfinished basement, updated kitchen and baths, less GLA and less  
Comparable 1: property.

Comments on Colonial style, full unfinished basement, less property, hardwood floors, fireplace, many updates, rear patio, new kitchen w/granite, two new  
Comparable 2: baths, upgraded electric.

Comments on Colonial style, full finished basement, CAC, hardwood floors, fireplace, less property, new kitchen and baths, new windows, updated roof, new  
Comparable 3: appliances.



Order #: 19152409

Loan #: 0058333212

Client: Cenlar - Foreclosure

**Broker Price Opinion Exterior****Comparative Listing Information**

	<b>SUBJECT ADDRESS</b>	<b>COMPARABLE 1</b>	<b>COMPARABLE 2</b>	<b>COMPARABLE 3</b>
Street Address:	54 CLIFFORD BLVD	611 Townline Rd	11 Sandra Dr	6 Sequoia Dr
City, State, Zip:	HAUPPAUGE, NY 11788	Hauppauge, NY 11788	Hauppauge, NY 11788	Hauppauge, NY 11788
Property Type:	Single Family	Single Family	Single Family	Single Family
Property Style:	Colonial	Colonial	Colonial	Colonial
Number of Units:	1	1	1	1
Proximity to Subject:		0.92 Miles	0.56 Miles	0.41 Miles
Listing Date:		2/10/2014	9/27/2014	7/25/2014
Days on Market:		336	111	173
Listing Price:		\$499,000.00	\$449,000.00	\$515,000.00
Location:	Good	Fair	Good	Average
Lot Size:	16988 Square Feet	31799 Square Feet	11326 Square Feet	10890 Square Feet
Lot Size is:	Typical	Atypical	Typical	Typical
Age in Years:	17	56	47	30
Condition:	Good	Good	Average	Good
Total Rooms:	8	8	8	8
Bedrooms:	4	4	4	3
Bathrooms:	2 Full 1 Half	2 Full 1 Half	2 Full 1 Half	3 Full 1 Half
Above Grade Sq.Footage:	2147	2140	2050	2200
Total Below Grade Sq.Ft.:	1000	600	500	1000
Garage:	2.00 car / Attached	2.00 car / Attached	2.00 car / Attached	0.00 car / NA
Carport:	0.00 car / NA	0.00 car / NA	0.00 car / NA	0.00 car / NA
Comparison to Subject:		Inferior	Inferior	Equal
Comparable Data Source:		MLS	MLS	MLS
MLS Listing Number:		2646330	2722607	2693566

Explanation of  
Estimated or Other  
responses above:

Comments on Colonial style on busy secondary road, part finished basement, CAC, fireplace, hardwood floors, renovated throughout, new kitchen and baths,  
Comparable 1: new siding, oversized property for the area.

Comments on Smaller colonial style, part unfinished basement, hardwood floors, fireplace, patio, less property, updated kitchen and baths, updated windows,  
Comparable 2: updated siding, roof and heating system.

Comments on Colonial style, full finished basement, converted garage, hardwood floors, CAC, fireplace, updated kitchen and baths.  
Comparable 3:



Order #: 19152409

Loan #: 0058333212

Client: Cenlar - Foreclosure

**Broker Price Opinion Exterior****Addendum**

Any Additional comments regarding market area, conditions, area growth or decline, crime activity, hazards, repairs and the like.

The subject is a colonia lstyle home with good curb appeal. lot size and GLA from tax records. All other information estimated from exterior inspection and similar homes in the area that were previously on MLS. No comps of similar age to the subject recently sold or currently listed. comps chosen were the best available based on style, size and location. Adjustments taken as needed.

**Estimates of Price**

Discuss how you arrived at these prices: Based on recent sales in the area and in line with current listing inventory after adjustments.

As Is Price Opinion: \$505,000.00  
 As Is Quick Sale: \$490,000.00  
 As Is Suggested List: \$514,900.00

As Repaired Price Opinion: \$505,000.00  
 As Repaired Quick Sale: \$490,000.00  
 As Repaired Suggested List: \$514,900.00  
 Estimated Cost to Repair: \$0.00

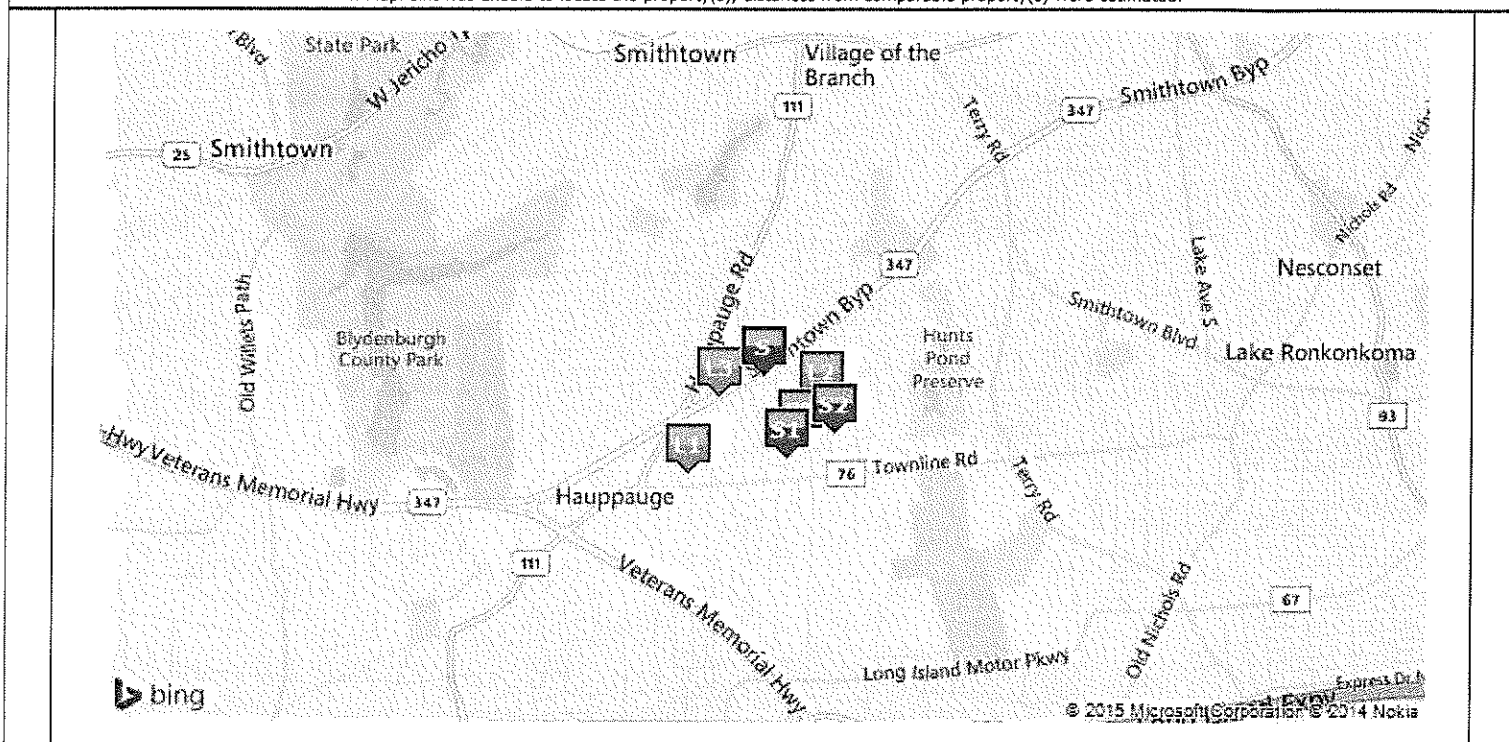
Average Market Time of Sale (listing date to contract date): 82

ServiceLink's Broker Price Opinion offers an opinion derived from analysis based on inspection of the subject property and analysis of the local market data as performed by a licensed real estate professional. Information in the report may be gathered from multiple sources, including but not limited to multiple listing services (MLS), public records, public records data services, city/county office websites, proprietary files, mapping services, or may be provided by the client. In some cases information on the subject property may be limited or unavailable, and, in some instances, may be derived from an exterior inspection of the property. The information provided assumes, unless otherwise stated in the report, the subject property is in average condition, contains no environmental, structural, or title related defects, the real property interests are fee simple, and the information relied upon is accurate. The report is based upon data that is deemed generally acceptable for products of this type. The analysis of an interest in real property for ownership or collateral purposes is prepared for the above named client only. The intended use is to assist the designated client in making an independent, internal decision regarding the subject property. The use of this report by anyone other than the client for any purpose is not permitted or authorized by Black Knight Financial Services Company, including its subsidiaries and affiliates ("ServiceLink"). Any other use of the report by any other party is prohibited. This document is not an appraisal. The product is provided "AS IS", and no guarantee or warranty is provided. ServiceLink will not be liable for any loss, damage or injury arising out of, or in conjunction with, the client's utilization of the information contained in this report. If this report is intended to be used for loan origination purposes, the loan transaction value must be \$250,000.00, or less, as required by Title XI of FIRREA.

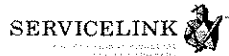
**Notwithstanding any preprinted language to the contrary, this opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained.**

**Property Map**

If MapPoint was unable to locate the property(s), distances from comparable property(s) were estimated.


**Photos**

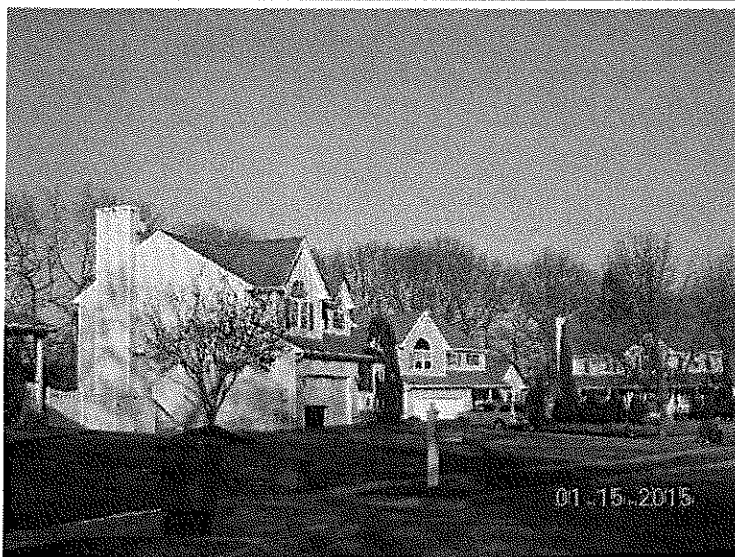

Subject (Front View)



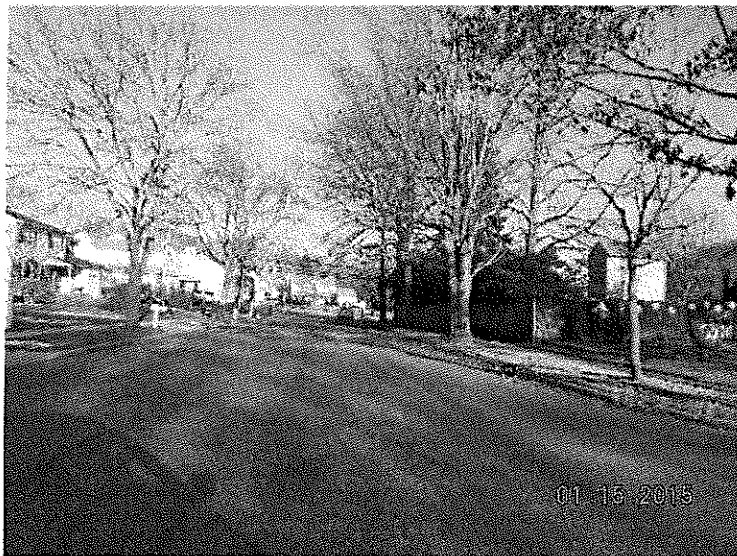
Order #: 19152409

Loan #: 0058333212

Client: Cenlar - Foreclosure

**Broker Price Opinion Exterior****Photos**

Subject (Rear View)



Street View



Address Verification

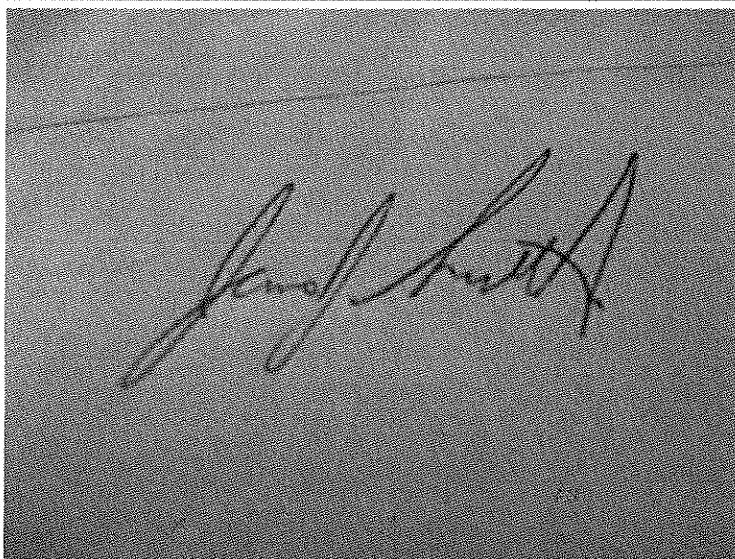


Order #: 19152409

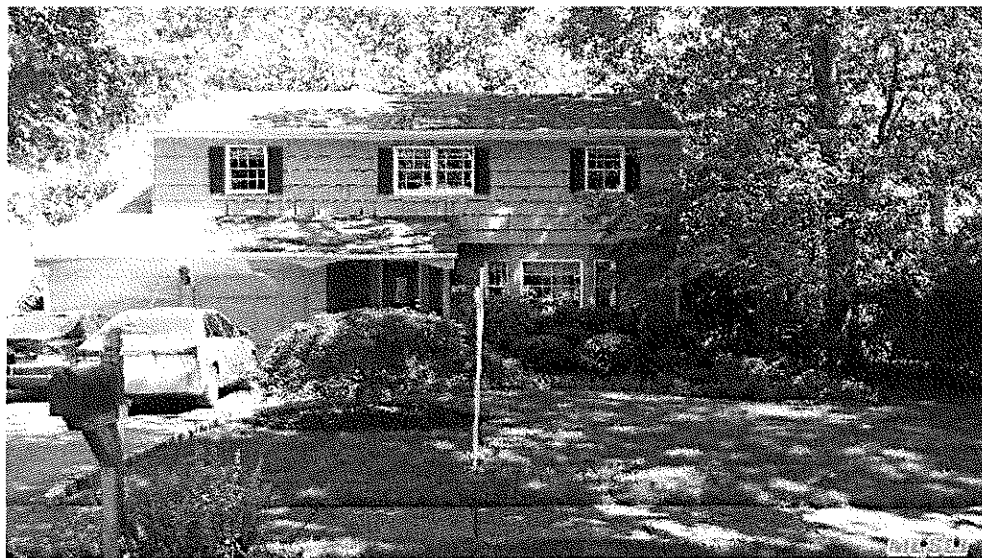
Loan #: 0058333212

Client: Cenlar - Foreclosure

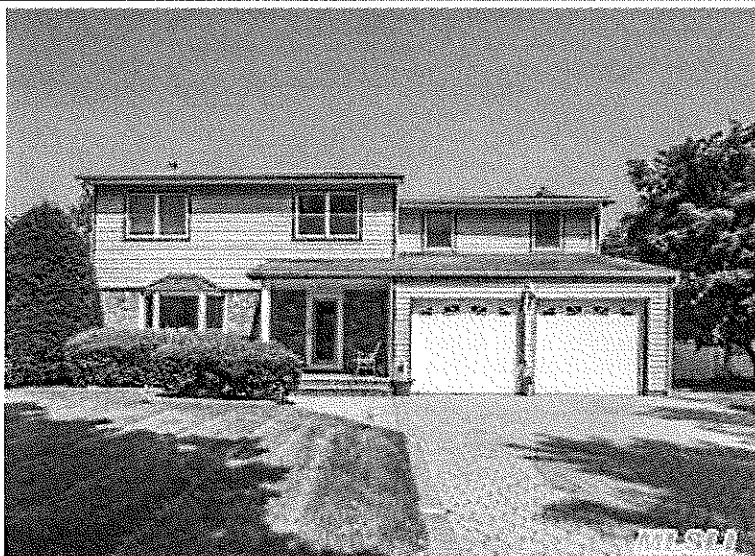
**Photos**



Signature



Sales Comp 1



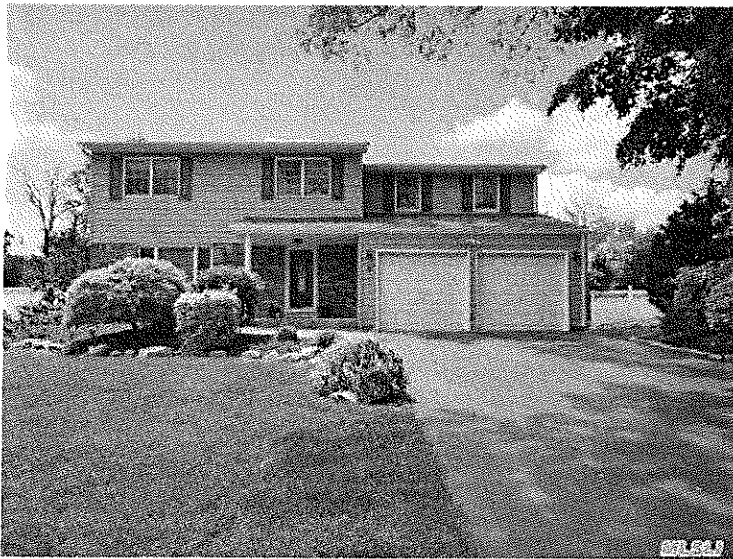
Sales Comp 2



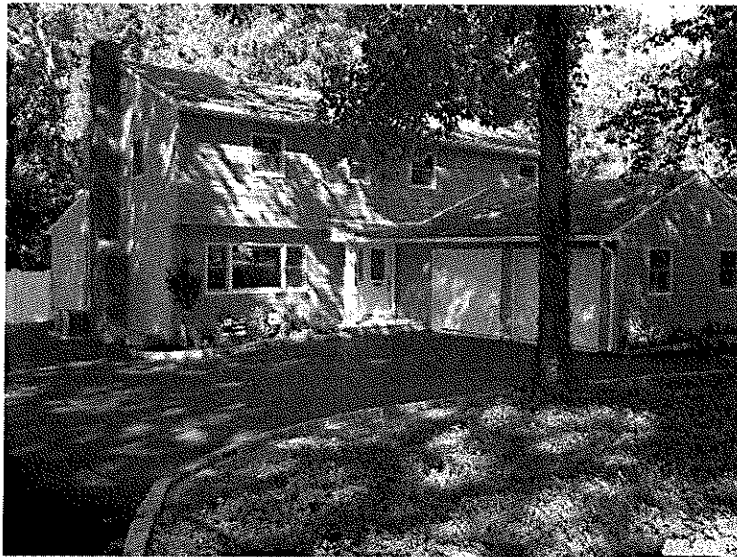
Order #: 19152409

Loan #: 0058333212

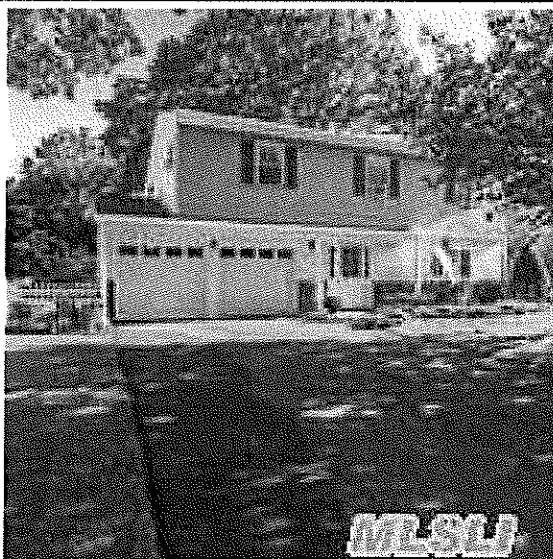
Client: Cenlar - Foreclosure

**Broker Price Opinion Exterior****Photos**

Sales Comp 3



Listed Comp 1



Listed Comp 2



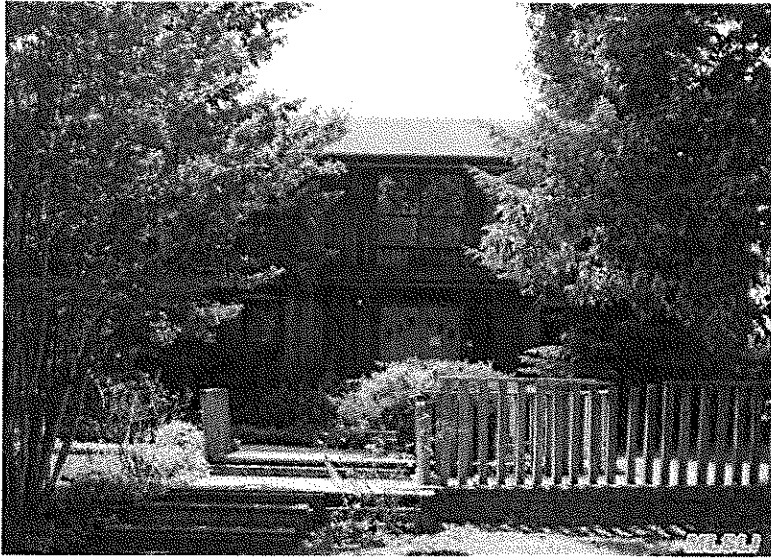
Order #: 19152409

Loan #: 0058333212

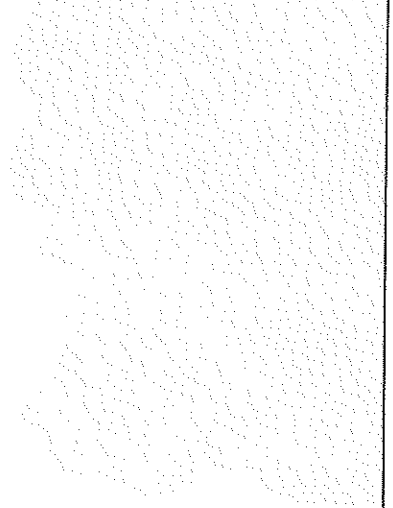
Client: Cenlar - Foreclosure

## Broker Price Opinion Exterior

### Photos



Listed Comp 3





**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
IN RE:

Thomas Nofer,

Debtor.  
-----X

Chapter 7

Case# 12-46694

---

**RELIEF FROM STAY - REAL ESTATE AND  
COOPERATIVE APARTMENTS**

---

**BACKGROUND INFORMATION**

1. ADDRESS OF REAL PROPERTY OR COOPERATIVE APARTMENT: 54 Clifford Blvd.,  
Hauppauge, NY 11788

2. LENDER NAME: Hartford Funding, LTD

3. MORTGAGE DATE: 03/27/2003

4. POST-PETITION PAYMENT ADDRESS:

Cenlar FSB

425 Phillips Boulevard

Ewing, NJ 08618

**DEBT AND VALUE REPRESENTATIONS**

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AT  
THE TIME OF FILING THE MOTION: \$295,421.74 as of 2/3/2015  
(THIS MAY NOT BE RELIED UPON AS A "PAYOFF" QUOTATION.)

6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR COOPERATIVE  
APARTMENT AS OF THE MOTION FILING DATE: \$505,000.00

7. SOURCE OF ESTIMATED MARKET VALUE: BPO

**STATUS OF THE DEBT AS OF THE PETITION DATE****8. DEBTOR(S)'S INDEBTEDNESS TO MOVANT AS OF THE PETITION DATE:**

A. TOTAL: \$295,311.24

B. PRINCIPAL: \$224,644.98

C. INTEREST: \$16,885.38

D. ESCROW (TAXES AND INSURANCE): \$46,081.46

E. FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$0.00

F. PRE-PETITION ATTORNEYS' FEES CHARGED TO DEBTOR(S): \$2,850.00

G. PRE-PETITION LATE FEES CHARGED TO DEBTOR(S): \$76.12

**9. CONTRACTUAL INTEREST RATE: 2.000%**

(IF THE INTEREST RATE HAS CHANGED, LIST THE RATE(S) AND DATE(S) THAT EACH RATE WAS IN EFFECT ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: \_\_\_\_.)

10. OTHER PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE: Foreclosure Costs: \$3,630.78; Title Fees: \$545.00; Property Inspections: \$247.00; BPO's: \$105.00; Miscellaneous Fees: \$245.52  
 (IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: \_\_\_\_.)

**AMOUNT OF POST-PETITION DEFAULT AS OF THE MOTION FILING DATE**

11. DATE OF RECEIPT OF LAST PAYMENT: No post-petition payments received

12. NUMBER OF PAYMENTS DUE FROM PETITION DATE TO MOTION FILING DATE: 29  
 PAYMENTS.

**13. POST-PETITION PAYMENTS IN DEFAULT:**

PAYMENT DUE DATE	AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGE D
10/1/2012	\$1,815.44	\$0.00				
11/1/2012	\$1,815.44	\$0.00				
12/1/2012	\$1,815.44	\$0.00				
1/1/2013	\$1,815.44	\$0.00				
2/1/2013	\$1,815.44	\$0.00				
3/1/2013	\$1,815.44	\$0.00				

4/1/2013	\$1,815.44	\$0.00				
5/1/2013	\$1,815.44	\$0.00				
6/1/2013	\$1,815.44	\$0.00				
7/1/2013	\$1,815.44	\$0.00				
8/1/2013	\$1,815.44	\$0.00				
9/1/2013	\$1,815.44	\$0.00				
10/1/2013	\$1,815.44	\$0.00				
11/1/2013	\$1,815.44	\$0.00				
12/1/2013	\$1,815.44	\$0.00				
1/1/2014	\$1,815.44	\$0.00				
2/1/2014	\$1,815.44	\$0.00				
3/1/2014	\$1,815.44	\$0.00				
4/1/2014	\$1,815.44	\$0.00				
5/1/2014	\$1,815.44	\$0.00				
6/1/2014	\$1,815.44	\$0.00				
7/1/2014	\$1,815.44	\$0.00				
8/1/2014	\$1,815.44	\$0.00				
9/1/2014	\$1,815.44	\$0.00				
10/1/2014	\$1,815.44	\$0.00				
11/1/2014	\$1,815.44	\$0.00				
12/1/2014	\$1,815.44	\$0.00				
1/1/2015	\$1,815.44	\$0.00				
2/1/2015	\$1,815.44	\$0.00				
<b>TOTALS</b>	<b>\$52,647.76</b>	<b>\$0.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## 14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S):

A. TOTAL: \$2,594.00

B. ATTORNEYS' FEES IN CONNECTION WITH THIS MOTION: \$750.00

C. FILING FEE IN CONNECTION WITH THIS MOTION: \$176.00

D. OTHER POST-PETITION ATTORNEYS' FEES: \$1,310.00

E. POST-PETITION INSPECTION FEES: \$118.00

F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION FEES: \$105.00

G. FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$0.00

15. AMOUNT HELD IN SUSPENSE BY MOVANT: \$0.00

16. OTHER POST-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE: Title Searches: \$135.00

### **REQUIRED ATTACHMENTS TO MOTION**

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH EACH DOCUMENT.


- (1) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT   A  .)
- (2) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S STANDING TO BRING THIS MOTION. (EXHIBIT   A  .)
- (3) COPIES OF DOCUMENTS THAT ESTABLISH THAT MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT   A  .)

### DECLARATION AS TO BUSINESS RECORDS

I, Baochau Nguyen, THE SERVICING AGENT OF Hartford Funding, LTD, THE MOVANT HEREIN, DECLARE PURSUANT 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2 AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2 AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.


EXECUTED AT Ewing, NJ <CITY/TOWN>, NJ <STATE>  
ON THIS 6<sup>th</sup> DAY OF March <MONTH>, 20 15 <YEAR>.

  
Baochau Nguyen <NAME>  
Deputy Supervisor <TITLE>  
Hartford Funding, LTD  
425 Phillips Boulevard  
Ewing, NJ 08618

### DECLARATION

I, Baochau Nguyen, THE SERVICING AGENT OF Hartford Funding, LTD, THE MOVANT HEREIN, DECLARE PURSUANT 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT Ewing, NJ <CITY/TOWN>, NJ <STATE> ON  
THIS 6<sup>th</sup> DAY OF March <MONTH>, 20 15 <YEAR>.

  
Baochau Nguyen <NAME>  
Deputy Supervisor <TITLE>  
Hartford Funding, LTD  
425 Phillips Boulevard  
Ewing, NJ 08618

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
IN RE:

Thomas Nofer,

CASE NO.: 12-46694-nhl

Chapter: 7

DEBTOR(S).

**AFFIDAVIT OF SERVICE**

-----X  
STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NASSAU     )

Betsy Tarr, being duly sworn, deposes and says:

I am not a party to this action, am over 18 years of age and reside in Genesee County,  
New York.

On March 24, 2015, I served the within Notice of Motion, Motion for  
Modification of the Automatic Stay on the following parties, by depositing a true copy thereof in  
a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S.  
Postal Service within New York State, addressed to each of the following persons at the last  
known address set forth after each name:

Thomas Nofer  
321 72nd Street  
Brooklyn, NY 11209

Janine Nofer  
54 Clifford Boulevard  
Hauppauge, NY 11788

Dean Weber, Esq  
Dean Weber PC  
300 Wheeler Road  
Suite 101  
Hauppauge, NY 11788

Robert L Pryor, Esq.  
Pryor & Mandelup, LLP  
675 Old Country Road  
Westbury, NY 11590

Gilbert B Weisman, Esq.  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355

Daniel Mirarchi  
115-102 Dapple Court  
Wilmington, NC 28403

Jeffrey S. Dubin, Esq.  
Jeffrey S. Dubin, P.C.  
464 New York Avenue, Suite 100  
Huntington, New York 11743

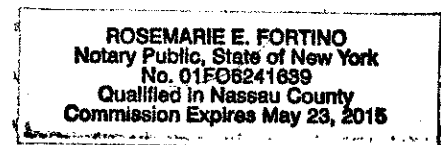
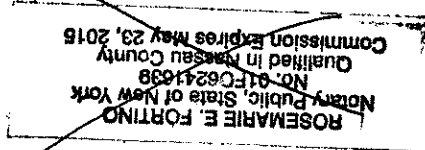
Robert J. Musso, Esq.  
Trustee  
26 Court Street  
Suite 2211  
Brooklyn, NY 11242

Office of the United States Trustee  
Eastern District of NY (Brooklyn Office)  
U.S. Federal Office Building  
201 Varick Street, Suite 1006  
New York, NY 10014

  
\_\_\_\_\_  
Betsy Tarr

Sworn to before me this  
24 day of March 2015

  
\_\_\_\_\_  
NOTARY PUBLIC





**NOTICE OF MOTION COVER SHEET**

NAME OF DEBTOR

Thomas Nofer

CASE NUMBER

12-46694-nhl

PLAINTIFF/MOVANT

Hartford Funding, LTD

DEFENDANT/RESPONDENT

ATTORNEYS

Rosicki, Rosicki & Associates, P.C.  
51 East Bethpage Road  
Plainview, NY 11803

ATTORNEYS IF KNOWN

Dean Weber, Esq  
Dean Weber PC  
300 Wheeler Road  
Suite 101  
Hauppauge, NY 11788

Robert L Pryor, Esq.  
Pryor & Mandelup, LLP  
675 Old Country Road  
Westbury, NY 11590

PRINT NAME OF ATTORNEY

Eric Sheidlower, Esq.

SIGNATURE



**NATURE OF SUIT**

(Check all Boxes That Apply to This Motion)

  X   To Grant Relief from the Automatic Stay  
11 U.S.C. Section of 362(d) (\$150.00 fee required)

       To Withdraw the Reference of a Case  
11 U.S.C. Section 157(d) (\$75.00 fee required)

       To Compel Abandonment of Property  
of the Estate - B.R. 6007 (b) (\$75.00 fee required)

       To Convert (fee not required)

       To Dismiss (fee not required)

       To Assume/Reject (fee not required)

       To Extend Time to Object to Discharge/Dischargeability

       To Extend Exclusivity Period to File Plan, Etc.

       Objections to Claims

       For Summary Judgment

       Other- Specify Type of Motion \_\_\_\_\_

FILING FEE (Check One)        Fee Attached   X   Fee Paid Online

***ROSICKI, ROSICKI & ASSOCIATES, P.C.***

***ATTORNEYS AT LAW***

***Main Office: 51 East Bethpage Road***

***Plainview, New York 11803***

***Telephone (516) 741-2585***

***Facsimile (516) 873-7243***

***We are a debt collector and are attempting to collect a debt.***

***Any information obtained may be used for that purpose.***

March 20, 2015

United States Bankruptcy Court  
Eastern District of New York  
271 Cadman Plaza East  
Brooklyn, NY 11201

**Re: Debtor: Thomas Nofer  
Bankruptcy Case No.: 12-46694-nhl  
Chapter 7**

Dear Sir or Madam:


Enclosed herewith please find one Chambers Copy of a Notice of Motion and Motion for Modification of the Automatic Stay. The appropriate filing fee in the amount of \$176.00 has been paid online.

Please file this motion with the Court as it is scheduled for hearing on May 7, 2015 at 11:00 AM.

Your assistance is greatly appreciated.

Very truly yours,

ROSICKI, ROSICKI & ASSOCIATES, P.C.

  
\_\_\_\_\_  
Betsy Tarr  
Paralegal

Enclosures